## **Funds Transfer Application Form**



## **National Bank of Kuwait**

P.O. Box: 9293, Dubai - U.A.E. Swift: NROKAFAD

			Date://
Please issue the following as per the conditions below	Internal Transfer		Telegraphic Transfer
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Customer Signature(s)	_

I have read, understood and accept the terms and conditions

For Bank Use Only			
OD Auth	Signature		

## **Funds Transfer Application Form**



## الشروط و الأحكام Terms and Conditions

In consideration of National Bank of Kuwait S.A.K.P ([Dubai] [Abu Dhabi] branch) (the "Bank") agreeing to process telegraphic or internal transfers or issue manager's cheques or demand drafts on the instruction of the applicant (the "Customer") by signing the remittance application (the "Remittance Application"), the Customer hereby agrees to the following terms and conditions (the "Terms and Conditions"):

- 1. The Customer hereby acknowledges and agrees that:
  - he/she/it has read and understood these Terms and Conditions and agrees to be bound by them:
  - he/she/it warrants and confirms that all details which he/she/it has provided to the Bank in connection with Remittance Application are true and correct: and
  - he/she/it authorizes the Bank to debit his/her/its account specified in the Remittance Application with the total payment and such applicable fees, commissions and/or other deductions.
- 2. The remittance Application must be submitted to the Bank on a working day prior to the Bank's cut-off time (as determined by the Bank in its sole and absolute discretion) in order to have the Remittance Application processed on the same working day, Any Remittance Application submitted after the Bank's cut-off time will be processed on the next working day.
- 3. The Bank reserves the right not to process or to delay to process the Remittance Application without any liability whatsoever on its part if it is of the opinion that the information given by the Customer is incomplete or not sufficiently clear.
- 4. The Bank shall not be liable to any error or delay in processing the Remittance Application, or for any act, omission or negligence of any correspondent or paying bank. The Customer agrees to indemnify and hold the Bank harmless against all damages, losses, costs and expenses which the Bank may incur in relation to any telegraphic or internal transfer made by the Bank or any manager's cheque or demand draft issued by the Bank, and in relation to the Remittance Application in general. In no event shall the Bank or its correspondent banks under any circumstances be liable for any loss of profits, or special, indirect or consequential damages.
- 5. If a manager's cheque or a demand draft is lost, stolen or destroyed, the Customer will indemnify and hold the Bank harmless from any liability whatsoever in relation to such lost, stolen or destroyed manager's cheque or demand draft and will provide the Bank with such indemnity acceptable to the Bank if the Bank agrees in its sole and absolute discretion to issue a replacement cheque or draft for the same value or refund the amount of the cheque or draft.
- 6. The Customer understands and agrees that he/she/it may be unable to obtain full value pursuant to a telegraphic or internal transfer or under a manager's cheque or a demand draft in account of exchange, or as a result of fees, commissions and/or other deductions, or on account of other restrictions applicable in the country of issue or country of payment.
- 7. In the event a telegraphic or internal transfer requires a cross currency conversion, the Bank will convert to the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency at the time of processing the Remittance Application.
- 8. The Bank will debit fees, commissions and/or other deductions to the Customer's account for processing the Remittance Application according to the Bank's applicable tariff of fees and commissions. The Bank's tariff of fees and commissions may be revised by the Bank from time to time without notice at the Bank's sole and absolute discretion. The Bank may at its sole and absolute discretion, levy a fee for each payment not effected due to insufficient funds in the Customer's account. A correspondent bank may charge fees, commissions and/or other deductions in making the payment to the beneficiary's account. The correspondent bank will either deduct those fees, commissions and/or other deductions from the funds to be paid to the beneficiary's account with the paying bank or pass them on to the Bank. In the former case, the beneficiary will receive less than the payment amount specified in the Remittance Application, and, in the latter case, the Customer will be required to reimburse the Bank for the amounts passed on to the Bank. The Bank may, at its sole and absolute discretion, choose to recover such fees, commissions and/or other deductions upfront at approximate rates.
- 9. All payments made by the Customer to the Bank under the Remittance Application shall be made with out a deduction or withholding for or on account of tax (including value added tax).
- 10.All payments made by the Customer to the Bank under the Remittance Application shall be made without a deduction or withholding for or on account of tax (including value added tax).
- 11. The Bank collects personal information in order to process the Remittance Application in accordance with its internal policies and the legal and regulatory requirements. The Bank may disclose such information to the correspondent bank or paying bank or where required by ant court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 12. The Bank reserves the right to perform such additional verifications prior to processing the Remittance Application, and failure of any of the verification requirements may result in delayed execution or rejection of the Remittance Application.
- 13. These Terms and Conditions are governed by the laws of the Emirate of [Dubai] [Abu Dhabi] and the applicable Federal Laws of the United Arab Emirates. The Customer agrees that the courts of the Emirate of [Dubai] [Abu Dhabi] shall have jurisdiction to hear and determine any action arising out of or in connection with these Terms and Conditions and, for that purpose, irrevocably submit to the jurisdic $tion\ of\ the\ courts\ of\ the\ Emirate\ of\ [Dubai]\ [Abu\ Dhabi].\ The\ submission\ to\ the\ jurisdiction\ of\ the\ courts$ of the Emirate of [Dubail [Abu Dhabil shall not be construed so as to limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction.

لقاء موافقة بنك الكويت الوطني ش.م.ك.ع (فرع [دبي] (أبوظبي)) (<mark>البنـك</mark>) على تنفيذ صوالات بنكية تلغرافيـة أو داخليـة أو إصدار شيكات بنكيـة أو اوامر دفـع عنـد الطلب بناءً لتعليمـات مقـدم الطلب ("**العميل**") مـن خلال توقيع طلب التحويل يوافـق العميـل بموجـب هـذا على الشـروط و الأحـكام التاليـة ([ **الشـروط و الأحـكام**]):

- يقر العميل و يوافق بموجب هذا على:
- أنـه /أنَّهُــاً قَــد قَــراً / قَــرات و اسّــتوعب / اســتوعبت هــذه الشــروط و الأحــكام و يوافــق / توافــق علــى الالتزام بها.
- أنَّه/ أنها يضمـن/ تضمـن و يؤكـد/ تؤكـد أن كافـة التفاصيـل التـى قدمهـا/ قدمتهـا للبنـك فيمـا يتعلـق طلب التحويل سليمة و صحيحه.
- أنه/ أنها يفُوضٌ/ تَفُوضُ البنك الخِصم مـن حسابه/ حسابها المحـدد في طلب التحويل إجمالي مبلغ التحويـل و الرسـوم و العمـولات و/ أو الخصومـات الأخـرى المطبقـة.
- يجِب تقديـم طلـب التحويـل إلـى البنـك فـي يـوم عمـل قبـل آخـر موعـد قيـد لـدى البنـك (وفـق مـا يحـدده البنـك حسّـب تقديـره الوّحيـد و المطلـق) لتّنفيـد طلـب التحويـل في نفـس يـوم العمـل. أي طلـب تحويـل
- يحتفظ البنـك بالحق في عدم تنفيذ أو تأجيـل تنفيـذ طلب التحويـل دونَ أدنى مسووليةٌ على البنـك إذا رأى البنـك أن المعلومـات التَّى قدمهـا العميـل غيـر وافيـة أو غيـر واضحـة بصـورة كافيـة.
- لِا يتحمــل البنــك المســؤوَّلية عــنِ أي خطــاً أو تَأْخَيــر فـي تنفيــذُ طلــب التحويــل أو عــن أي تصـرف أو إغفــال أو أهمال لأي مـن البنـوك المراسـلة أو الدافعـة. يوافـق العّميـل على تعويـضُ و َحمايـة البنّـك ضد كافّـة الأضّرارُ والفسل و للكرائيد في من البنجون مراشها و المصروفات التي قد يتكبدها البنك فيمنا يتعطور عنيات البنجات والقطرافية أو والفسلة و التأثير في المصروفات التي قد يتكبدها البنك فيمنا يتعلق بحالي عضوره البنك. وفيما يتعلق بطلب التحويل بصفة عامة. ولا يتحمل البنك في كافة الأحوال ولا تتحمل بنوكه المراسلة تحت أي ظرف من الظروف المسوولية عنٍ أي خسارة أرباح أو أضرار خاصة أو غير مباشرة أو تبعية.
- إذا تعرَّض شيك بنُكِّي أو أَمرَّ دفع عِنْد الطلُّب للضَّياع أو السَّرقة أو التلُّف, فسوف يقوم العميل بتعويض وُ حمايُة البنك ضد أيّ مُسوّولية أياً كانت فيما يتعلق بهذا الشيك البنكي أو آمر الدفع عند الطلب الـذي تعـرض للضياع أو السّرقة أو التلف و يقـوم بتزويد البنـك بتعويِضٍ مقبـول لـدّى البنـك إذا وافـق البنـك, حسٍـبّ تقديـره الوحيـدِ وِ المطلـق, على إصدار بديـل للشـيك البنكي أو أمـر الدفـع عنـد الطلـب بنفـس القيمـة أو رد مبلغ الشبيك أو أما الدفع.
- يعلَـمُ العميـلُ و يوافـق علـى أنـه/ أنهـا قـد لا يتمكـن/ تتمكـن مـن الحصـول على القيمـة الكاملـة طبقـاً لَلحوالـة البنّكيـةُ الْتَلغراّفيـة أُو الداخليـة أو بموجّب الشّيك البنكـي أَوْ أمر الدّفّع عند الطلب بسبب عمليـة صرف العملـة. أو نتيجـة لرسـوم و/ أو خصومـات أخـرى أو بسـبب قيَّـود أخـرى سـارية فـي دولـة الإصـدار أو دولــة
- بالتَّحويـلُّ إلـى عملـة الدّفـع بسـعر الصـرف السـائد لشـراء و بيـع العملـة المقّصـودة وقـت تنفيــذ طلـب التحويــل
- سـوفٌ يقَّـوم البنـك بخصـم الرسـوم و/ أو العمـولات و/ أو أي خصومـات أخـرى مـن حسـاب العميـل لمعالجـة طلب التَحويل وفقاً لتعرفة رسوم و عمولات البنك المطّبقة. قد يقوم البنك بمراجعة تعرفة رسوم و عمـولات البنـك المطبقـة مـن حيـن لآخـر دون إشـعار مسـبق حسـب تقديـر البنـك الوحيـد و المطلـق. وقـد يقوم البنـك, حسب تقديـره الوحيـد و المطلق,بتحصيـل رسـم عـن كل عمليـة دفـع لـم يتـم تنفيذهـا بسـبب عـدم كفايـة الرصيـد في حسـاب العميل.وقـد ُ يقـوم البنـك المراسـل بفـرض رسـوم و /أو عمـولات و /أو غيرهـا مين الخصوميات لتنفيدًّذ الدفيع لحسيات المستفيد. قيد يقيوم البنيك المراسيل أميا يخصم تليك الرسيوم و / أو العمولات و/ أو الخُصومات الأخرى من المبلغ المراد دفعه إلى حساب المُستقيد في البنك الدافع أو . مطالبة البنك به أ. من الحالة الأولى. سوف يتسلم المستقيد مبلغناً يقبل عن مبلغ الدفع المحدد في « طلب التحويل , وفي الحالة الافيرة, سيتوجب على العميل أن يعيد المبلغ الـذي تـم مِطالبـة البنـك بـة إلى البنـك. وقـد يختـّار البنِـكِ حسـب تقديـره الوحيـد و المطلـق, اسـترداد تلـك الرسـوم و/ أو العمـولات و/ أو الخصومـات الأخـرى مقدمـاً بأسـعار تقريبيــة.
- يجب أَنٍ تكون جُمّيع الدفعاتِ التّي تُتّم بواسطة العميـل إلى البنـك بموجب طلـب التحويـل خاليـة مـن أي
- يُضِم أو اقتطاع على حساب أي ضريبة ( بما في ذلك الضريبة على القيمية المضافة) 10. يقوم البنك بجمع معلومات شخصية لكي يعاليج طلب التحويل طبقاً لسياساته الداخلية و المتطلبات القانونية و التنظيمية، قِد يقوم البنِك بالكشفِ عن تلك المعلومات إلى البنك المراسل أو البنك الدافع أو حيثٌ يكُون ذلَّك الكشفُ مُطلوبًا مَـن قبـل أي محكمـة مختصَّة او أي جَهـة معنيـة قضَّائيـة أو حكوميـة أو رقابيــة أو تنظيميــة.
- . ورسيط أو تستياب المساحق في إجراء أي عمليات تدقيق إضافية قبـل تنفيـذ طلـب التحويـل, وقــد يــؤدي عــدم 1. يحتفظ البنك بالحــق في إجـراء أي عمليات تدفيــذ أو رفــض طلـب التحويــل. 12. قــد يرفـض البنــك حسـب تقديــره الوحيــد و المطلــق, تنفيـد طلـب تحويــل إدا رأى أن تنفيــده يمكــن أن يــؤدي
- إلى الإخلال بـأى نظـام عقوبـات أو إجـراءات مقيـدة أُخـرى
- يمى هندس بدي تعلم مهودت و بدرت هيده سري. 13. تخضع هـده الشروط والبدغال علم لقوانيت إماراً (دبي) (أبوظبي) و القوانيت الاتحاديـة السارية المفعـول في الامـارات العربيــة المتحـدة. يوافــق العميــل علــى أن محاكــم إمــارة (دبــي) {أبوظبــي} لـمــا اختصــاص سي «صحررت العربية» المستحدة، يوسدق التمليث على الاستخدام الإطارة والإطارة العظم الطارقية المساطنة المساطنة الم الساماع و اللبت في أي قضية تنشأ أو تتعلق بهده الشروط و الأصكام و لهذا الغرض يخضع بصفة تماكم إمارة (دبي} {أبوظبي} بأنه يقيد حتى البنك في اتضاد الإجراءات اللازمة ضد العميل أمام أي محكمة مختصة أضرى.